BILLS AND NOTES—SUIT ON—PARTY IN INTEREST.—Where a promissory note is sued upon by the holder to whom it has been unconditionally assigned by the payee, it is held in *Greene* v. *McAuley* (Kan.), 68 L. R. A. 308, that a complete defense on the sole ground that the plaintiff is not the real party in interest can only be established by proof of facts showing that a payment to him would not be a protection to the defendaant against further liability on the note.

CARRIER AND PASSENGER—WHEN RELATION BEGINS—CONTRIBUTORY NEGLIGENCE.—In *Lewis* v. *Houston Electric Co.*, decided by the Court of Civil Appeals of Texas in June, 1905, 88 S. W, 490, it was held that when a person desiring to become a passenger on a street car stations himself at a place where the cars are accustomed to receive passengers, and signals or calls to the motorman of an approaching car to stop the car, and such signal is seen by the motorman, and the car slows up, an acceptance of the offer to become a passenger will be implied from the act of the motorman; and such person is entitled to be regarded as a passenger while in the act of getting on the car, though he attempts to board the car before it comes to a full stop, and irrespective of whether the motorman intended to stop the car for the purpose of allowing him to get on.

It was further held that the attempt of a passenger to board a street car while it is in motion is not contributory negligence, as matter of law.

FALSE IMPRISONMENT—WHAT CONSTITUTES.—In *Gunderson* v. *Struebing*, decided by the Supreme Court of Wisconsin in May, 1905, 104 N. W. 149, it was held that where an officer in the discharge of his duty, in good faith invites one to the police station for the purpose of interrogating him, and investigating a charge against him, with a view of deciding on future action, and without any present intention of putting him under arrest or restraint, and the circumstances do not warrant a reasonable apprpehension that force will be used in the absence of submission, and the person voluntarily accompanies the officer and consents to be searched, there is no arrest or false imprisonment.

SURFACE WATERS—OVERFLOW WATERS FROM STREAM.—Overflow waters of a natural stream in times of ordinary flood or freshet, flowing over or standing upon the adjacent lowlands, are held, in *Uhl* v. *Ohio River R. Co.* (W. Va.), 68 L. R. A. 138, not to be surface waters, and not to cease to be part of the stream unless and until separated therefrom so as to prevent their return to its channel.

JUDICIAL NOTICE THAT VACCINATION WILL PREVENT SMALLPOX.—The Court of Appeals of New York, in the case of *Viemeister* v. *White*, 72 N. E. 97, rules that courts will take judicial notice of the fact that it is a common belief of the people of the state that vaccination is a preventive of smallpox, and that, this being the case, the public health law, excluding

children not vaccinated from the public schools, is enacted within the reasonable exercise of the police power of the State, and that it is not a violation of that provision of the state constitution which provides for free common schools wherein all children of the state may be educated, nor is it a violation of that provision of the state constitution which guarantees to every citizen the protection of his rights, privileges, and liberty.

CONSEQUENTIAL DAMAGES.—A very curious claim is advanced by plaintiff in the case of *Coppola* v. *Kraushaar*, 92 N. Y. Sup. 436. Plaintiff alleged that on a certain date he ordered of defendant two gowns for his betrothed, stating to defendant at the time that he was to wed on a cerain date, was incurring great expense in arranging a suitable celebration for that occasion, and that the gowns must be finished on the day preceding the wedding. It was asserted that plaintiff and his betrothed demanded the gowns on this date, and that they were not finished, in consequence of which the wedding was "broken off." Plaintiff sought to recover for the money expended by him in buying presents, wines, clothes, etc., in anticipation of his wedding. The court suggests that in view of the damages one might be tempted to conjecture that the pleader had lost sight of the distinction between breach of contract and breach of promise of marriage, and holds that the damages are too remote; saying that, while such a disappointment would naturally be keen to any prospective bride, it could hardly be contemplated, in the absence of specific warning, that she would refuse ever to wed if the two dresses were not forthcoming before the day set for the ceremony.

AUTOMATIC COUPLERS.—In *Johnson* v. *Southern Pacific Ry. Co.*, 25 Sup. Ct. 159, the opinion of the majority of the court in the Circuit Court of Appeals, as found in 117 Federal Reporter, 462, is reversed upon the three points considered. The Supreme Court holds that locomotives are embraced by the words "any car," as used in the act providing that automatic couplers must be used upon cars engaged in interstate commerce. It is also held that the law is not complied with where a locomotive and a dining car are both equipped with automatic couplers which are of such different types as will prevent them from coupling with each other automatically. It is also held that where a dining car is brought from one state to a certain point in another, and is there sidetracked and attached to a train returning to the point from which the car started, the car is engaged in interstate commerce while the sidetracking process is being accomplished. The plaintiff was injured in attempting to couple an engine to the dining car while an effort was being made to place the latter upon a sidetrack, where it was to be taken up by a returning train.

MARRIAGE BY ESTOPPEL.—That one may be estopped to question the validity of a marriage which, when celebrated, was entirely void, is maintained in *Chamberlain* v. *Chamberlain*, 59 Atl. 813. The suit was for divorce, and it appeared that complainant (who was the wife) and